

AGREEMENT

**BETWEEN THE COUNTY OF SAN MATEO AND
PALANTIR TECHNOLOGIES, INC.**

THIS AGREEMENT, entered into this 7 day of January, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PALANTIR TECHNOLOGIES, INC., hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing support and maintenance services for the Enterprise software, an Intelligence Management System.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS
FOLLOWS:**

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance

2. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.

3. PAYMENTS

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. In no event shall County's total fiscal obligation under this Agreement exceed **ONE HUNDRED THIRTY-TWO THOUSAND THIRTY-FOUR DOLLARS AND EIGHT CENTS (\$132,034.08)**.

4. TERM AND TERMINATION

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2014 through December 31, 2014.

This Agreement may be terminated by Contractor, the Sheriff, or the Sheriff's designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party. In addition, Contractor may terminate this Agreement immediately upon written notice to the County in the event of any material breach by County of any term, condition, or provision of this Agreement and failure to remedy the breach within ten (10) calendar days following written notice of such breach from Contractor.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. AVAILABILITY OF FUNDS

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. RELATIONSHIP OF PARTIES

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. HOLD HARMLESS

7.1. General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants.

However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7.2 Intellectual Property Indemnification.

Contractor shall indemnify and hold harmless County from and against damages, costs, and attorneys' fees, if any, finally awarded against County from any claim of infringement or violation of any trade secret, U.S. patent, copyright, or trademark asserted against County by a third party based upon County use of the Contractor's commercial software products (the "Products") provided hereunder in accordance with the terms of this Agreement, provided that Contractor shall have received from County: (i) notice of such claim within twenty (20) days of County receiving notice of such claim and (ii) all reasonable necessary cooperation of County. If County's use of any of the Products is, or in Contractor's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Contractor may, in its sole discretion: (a) substitute for the Products substantially functionally similar programs and documentation; (b) procure for County the right to continue using the Products; or (c) if Contractor reasonably determines that options (a) and (b) are commercially impracticable, terminate this Agreement and refund to County for Palantir Server Core licenses, the license fee paid by County as reduced to reflect a four- year, straight-line amortization from the date on which such Products were first delivered by Contractor, or, Palantir Cloud licenses, refund to County a pro-rated portion of the license fee paid that reflects the remaining portion of the Term at the time of termination. The foregoing indemnification obligation of Contractor shall not apply: (1) if the Products are modified by any party other than Palantir, but only to the extent the alleged infringement would not have occurred but for such modification; (2) if the Products are modified by Contractor at the request of County, but only to the extent the alleged infringement would not have occurred but for such modification; (3) if the Products are combined with other non-Palantir products or processes not authorized by Contractor, but only to the extent the alleged infringement would not have occurred but for such combination; (4) to any unauthorized use of the Products; (5) to any superseded release of the Products if the infringement would have been avoided by the use of a current release of the Products that Contractor has provided to County prior to the date of the alleged infringement; or (6) to any third party software code contained within the Products. THIS SECTION SETS FORTH CONTRACTOR'S SOLE LIABILITY AND COUNTY'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

8. ASSIGNABILITY AND SUBCONTRACTING

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. INSURANCE

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- 9.1 Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of

the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.

- 9.2 Liability Insurance. Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. COMPLIANCE WITH LAWS

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. NON-DISCRIMINATION AND OTHER REQUIREMENTS

- 11.1. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- 11.2. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- 11.3. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- 11.4. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
 - Contractor complies with Chapter 2.84 by:
 - offering the same benefits to its employees with spouses and its employees with domestic partners.
 - offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
 - Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
 - Contractor does not comply with Chapter 2.84, and a waiver must be sought.
- 11.5. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.
- 11.6. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:
 - No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.
- 11.7 *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation; and/or
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. COMPLIANCE WITH COUNTY EMPLOYEE JURY SERVICE ORDINANCE

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT

- 13.1. Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.
- 13.2. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.
- 13.3. Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement. Contractor shall cooperate in good faith with any County, Federal, or State evaluation of the quality, appropriateness, and timeliness of services performed

14. MERGER CLAUSE & AMENDMENTS

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. CONTROLLING LAW AND VENUE

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. NOTICES

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

San Mateo County Sheriff's Office
ATTN: Greg Munks, Sheriff
400 County Center, 3rd Floor
Redwood City, CA 94063

Telephone: (650) 599-1664
Email: gmunks@smgov.org

In the case of Contractor, to:

Palantir Technologies, Inc.
Matthew Long, Legal Counsel
100 Hamilton Avenue, Suite 300
Palo Alto, CA 94301

Telephone: (650) 815-0200
Email: mlong@palantir.com

17. ELECTRONIC SIGNATURE

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

18. DISBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, Contractor hereby acknowledges that prior to execution of this Agreement, County shall require Contractor to certify that it:

- 18.1 Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from the covered transactions by any Federal department or agency; or
- 18.2 Has not within a three-year period preceding this contract been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- 18.3 Is not presently indicted for or otherwise criminally or civilly charged by a government entity terminated for cause or default.

19. FEDERAL PROCUREMENT POLICY

As required by 44 CFR, Part 13, Subpart C, Section 13.36 (i), Contractor hereby acknowledges the following:

(i) *Contract provisions.* Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction

contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

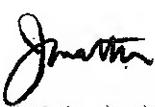
BY:


PRESIDENT, BOARD OF SUPERVISORS

DATE: January 7, 2014

ATTEST:

BY: _____



CLERK OF SAID BOARD

PALANTIR TECHNOLOGIES, INC.

BY:


(SIGNATURE)

Matt Long Legal Counsel

(PRINTED NAME)

DATE: December 9, 2013

Resolution #072972

Revised 7/1/13

EXHIBIT A SERVICES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PALANTIR TECHNOLOGIES, INC.

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. SUPPORT SERVICES TERMS

- A. **SUPPORT SERVICES**. Support Services consist of (a) Error Correction and Telephone Support provided to a single technical support contact concerning the installation and use of the then current release of the applicable Product and the Previous Sequential Release and (b) Product Minor Releases or Updates that Palantir in its discretion makes generally available without additional charge to a County that is up to date on all fees due under its current License and Services Agreement. (Any such update will be subject to the Agreement as though it were the applicable Product).
- B. **ERROR PRIORITY LEVELS**. Palantir shall exercise commercially reasonable efforts to correct any Error reported by County in the current unmodified release of Product in accordance with the priority level reasonably assigned to such Error by Palantir.
 - **P1 Errors** - Palantir shall promptly commence the following procedures: (i) assign Palantir engineers to correct the Error; (ii) notify Palantir management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) provide County with periodic reports on the status of the corrections; (iv) initiate work to provide County with a Hotfix; and (v) if appropriate, providing Palantir representatives on site at County's facilities.
 - **P2 Errors** - Palantir shall promptly commence the following procedures: (i) assign Palantir engineers to correct the Error; (ii) notify Palantir management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) provide County with periodic reports on the status of the corrections; (iv) initiate work to provide County with a Hotfix; and (v) if appropriate, providing Palantir representatives on site at County's facilities.
 - **P3 Errors** - Palantir may include the Fix for the Error in the next Service Pack.
 - **P4 Errors** - Palantir may include the Fix for the Error in the next Service Pack.

If Palantir believes that a problem reported by County may not be due to an Error in a Product, Palantir will so notify County. At that time, County may (1) instruct Palantir to proceed with problem determination at its possible expense as set forth below or (2) instruct Palantir that County does not wish the problem pursued at its possible expense. If County requests that Palantir proceed with problem determination at its possible expense and Palantir determines that the error was not due to an Error in the Product, County shall pay Palantir, at Palantir's then-current published rate chart for consulting services, all work performed in connection with such determination, plus reasonable related expenses incurred therewith. County shall not be liable for (i) problem determination or repair to the extent problems are due to Errors in the Product or (ii) work performed under this paragraph in excess of its instructions, or (iii) work performed after County has notified Palantir that it no longer wishes work on the problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by Palantir). If County instructs Palantir that

it does not wish the problem pursued at its possible expense or if such determination requires effort in excess of County's instructions, Palantir may, at its sole discretion, elect not to investigate the error with no liability therefore.

C. RESPONSE TIMES. Palantir will use diligent efforts to meet the following response times:

Severity	Response Time	Targeted Resolution Service Level
P1	12 clock hours, 365 days a year	Onsite within 24 clock hours of issue until Error is resolved
P2	12 Business Hours	Onsite within 26 business hours of issue until Error is resolved
P3	24 Business Hours	Error resolved with update release or minor release
P4	60 Business Hours	Error resolved at Palantir's discretion

D. EXCLUSIONS. Palantir shall have no obligation to support: (i) altered or damaged Product or any portion of a Product incorporated with or into other software; (ii) Product that is not the then current release or immediately Previous Sequential Release; (iii) Product problems caused by County's negligence, abuse or misapplication, use of Product other than as specified in the Palantir's user manual or other causes beyond the control of Palantir; or (iv) Product installed on any hardware that is not supported by Palantir; (v) any Product for which Palantir has released a Service Pack, Hotfix or Minor Release or Update that has not been implemented by County within six (6) months after the date first made available by Palantir. Palantir shall have no liability for any changes in County's hardware which may be necessary to use Product due to a Workaround or maintenance release.

E. COUNTY OBLIGATIONS. As a prerequisite to Palantir's obligations hereunder, County agrees to establish and maintain a qualified support team that includes:

- System engineers familiar with the environment and configuration and trained and facile in use of the diagnostic tools provided by Palantir with the Product, including the ability to screen and release this information in a timely manner.
- Trained Oracle DBAs with access to, and knowledge of, the underlying Oracle databases.
- Palantir Trainers to interact with end-users and report problems or issues directly from them.
- Developers familiar with the bespoke portions of Palantir.
- In addition, this team must be generally available and able to collect data and report it back to Palantir within 24 to 48 hours of requests made by Palantir.

F. DEFINITIONS.

- "Business Hours" means hours occurring during the period of each day in which Palantir offers Support Services, 8-4 Pacific Standard Time.
- "Error" means an error in a Product that is reproduced by Palantir and which significantly degrades such Product as compared to the Palantir's published performance specifications.
- "Error Correction" means the use of reasonable commercial efforts to correct Errors.
- "Fix" means the repair or replacement of object or executable code versions of a Product to remedy an Error, substantially impairing County's use of a Product..

- “Hotfix” means a single, cumulative package that includes one or more files containing Fixes or Workarounds that are used to address a P1 or P2 Errors. “Hotfixes” address a specific customer situation and may not be distributed outside the customer organization. The Hotfix number is identified by the last four digits in the Palantir version number. For example if the current version of Palantir is 1.2.1.3.4256 then the Hotfix number is 4256.
- “Minor Release or Update” means a Product update that represents incremental improved features, functionality, and usability and is released during the normal course of development. An update is indicated as an increment to the minor version number in the software (version 1.2 can be updated to version 1.3).
- “Previous Sequential Release” means the release of a Product which has been replaced by a subsequent release of the same Product. Notwithstanding anything else, a Previous Sequential Release will be supported by Palantir only for a period of twelve (12) months after release of the subsequent release.
- “P1 Error” means an Error which renders a Product inoperative or causes such Product to fail catastrophically.
- “P2 Error” means an Error which substantially degrades the performance of a Product or materially restricts County’s use of such Product.
- “P3 Error” means an Error which causes only a minor impact on the County’s use of Product functionality.
- “P4 Error” means an Error which causes only a very minor impact on the County’s use of a Product, such as documentation typos, handled error messages etc.
- “Support Services” means Palantir support services as described in Section 2.
- “Telephone Support” means technical support telephone assistance provided by Palantir to the Technical Support Contact during Palantir’s normal business hours concerning the installation and use of the then current release of a Product and the Previous Sequential Release.
- “Workaround” means a change in the procedures followed or data supplied by County to avoid an Error without substantially impairing County’s use of a Product.

2. DESCRIPTION OF SOFTWARE SUPPORT AND MAINTENANCE SERVICES.

A. System Support

Assistance with system and problem resolution. The global support team offers three (3) forms of system support:

- 1) *Telephone/email:* Palantir will use phone calls and email to answer most requests and work through most problems.
- 2) *Remote access:* Where a problem cannot be resolved by telephone/email, Palantir can often make more progress by accessing NCHIDTA/NCRIC systems remotely. This gives Palantir the opportunity to work on NCHIDTA/NCRIC servers more quickly than would be the case if Palantir employees had to travel to NCHIDTA/NCRIC premises. The method Palantir uses to access County’s system will be agreed to between Palantir and NCHIDTA/NCRIC in advance, e.g. modem or VPN with putty, ssh or VNC.

Formal Remote Access Requests are made when this method of support is required and the connection is maintained for a given period only. The changes to be made while accessing NCHIDTA/NCRIC's system are agreed in advance and a log of work done provided.

- 3) **On-site:** If the above two services have proven unsuccessful, or if in Palantir's opinion it is the most effective method of resolving the issue, Palantir will send an Engineer on-site.

C. Upgrade Support

NCHIDTA/NCRIC's payment also entitles NCHIDTA/NCRIC to receive upgrades to Palantir software for each year that NCHIDTA/NCRIC purchases Support Services from Palantir, at no additional cost to NCHIDTA/NCRIC. Upgrades are usually issued annually and NCHIDTA/NCRIC is encouraged to move to as up-to-date a version as possible as Palantir generally supports only the current and previous software (and operating system) versions. Upgrades will be provided via electronic transmission only. Palantir will work with County to ensure that changes are made in a manner so as to minimize County's service disruption.

D. Points of Contact.

The majority of support will be provided by the Support Engineers based most locally to the NCHIDTA/NCRIC. However, NCHIDTA/NCRIC information may be shared within Palantir both to expedite call resolutions and to ensure consistency of service when other Engineers are utilized.

E. Logging Calls

NCHIDTA/NCRIC will designate two or three people to act as points-of-contact with Palantir. These individuals should field NCHIDTA/NCRIC users' calls and questions and **MUST** themselves be experienced in the use or administration of the system. This ensures:

- NCHIDTA/NCRIC is aware of all calls that have been logged with Palantir.
- The contacts become familiar with the basic problems that occur and are able to provide a resolution without logging a call with Palantir.
- Duplicate calls are not logged with Palantir in situations where a number of users are experiencing the same problem

Details of these contacts should be lodged with Palantir as soon as possible.

1) Logging a call.

NCHIDTA/NCRIC may log a call in one of two ways:

- Telephone the **Help Desk at (877) 247-2513.**

The standard hours of operation for the Help Desk are between 9am and 5pm (local time), Monday to Friday, excluding public holidays. Out of these times Palantir recommends that NCHIDTA/NCRIC email Palantir as below.

Email the Palantir team at support@palantir.com. **Please do not email individual members of the Support team in case they are unavailable or out of the office.**

2) Information needed.

Irrespective of how NCHIDTA/NCRIC logs a call, Palantir needs certain information in order to progress it:

- The name of the organization.
- Caller's name.
- A contact telephone number and email address.
- The product that the call relates to, including the version,
- A detailed account of the problem including users/workstations involved; steps to reproduce the problem; frequency of occurrence.
- The caller's perception of the seriousness of the call (Call priority):
 - Critical - A problem causing the whole or part of NCHIDTA/NCRIC's application to be unavailable
 - Serious – A problem that causes one or more users to be unable to use the application
 - Moderate – A non-urgent software fault
 - Cosmetic – A deferrable problem such as errors in the format of displays or printouts
- NCHIDTA/NCRIC call reference number, if applicable.

3) Response times.

Palantir's standard response and resolution times are detailed below. (Except as stated above, these estimates are for information only and do not constitute a contractual promise.)

<i>Call Priority</i>	<i>Work begins</i>	<i>Updates provided</i>	<i>Resolution within</i>
Critical	Immediately	At least hourly	Two hours
Serious	Within two hours	Every four hours	Five days ¹
Moderate	Within five days	Every two days ²	Next Release ³
Cosmetic	Within five days ⁴	Every 21 days ⁵	Next Release ⁶

4) Progressing a call.

Once a call is logged, someone from the Palantir Support Team will record the details in our Help Desk. You will be told the call reference number, which we recommend NCHIDTA/NCRIC take note of. In situations where NCHIDTA/NCRIC has logged a number of calls it is easier, for Palantir and NCHIDTA/NCRIC, to refer to a given call by its call reference number. Where possible, assistance will be given immediately the call is logged. This may not always be feasible (except **Critical** calls which are always dealt with immediately), in which case calls will be dealt with as promptly as possible according to the call's priority. (See above for further details.)

County will be regularly updated as to the call's progress and may be asked to perform various tasks to help Palantir's Support Engineers to determine/resolve the problem. In some instances it may be appropriate to vpn into NCHIDTA/NCRIC's system.

Calls will be resolved as quickly as possible, see *Response Times* above. If NCHIDTA/NCRIC feels that a call is not being progressed in time or in a satisfactory manner NCHIDTA/NCRIC should contact Palantir's Project Manager: Brandon Wright at bwright@palantir.com.

¹ Until work-around is provided.

² A work-around will be recommended, where possible, once the fault has been diagnosed.

³ A work-around will be recommended, where possible, once the fault has been diagnosed.

⁴ The priority of the problem will be confirmed.

⁵ Until a decision has been made as to whether the fault will be resolved in a future release.

⁶ If fix is to be made.

EXHIBIT B

PAYMENTS AND RATES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PALANTIR TECHNOLOGIES, INC.

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. RATES.

<i>Product</i>	<i>Coverage Period</i>	<i>Qty.</i>	<i>Price/Ea.</i>	<i>Total Cost</i>
Support / Maintenance for Gotham Licenses Per Server Core	Jan. 1, 2014 - Dec. 31, 2014	12	\$11,002.84	\$132,034.08

2. PAYMENTS.

- A. County shall pay Contractor \$132,034.08 upon receipt of an invoice from Contractor and full execution of this agreement.
- B. Any and all payments made pursuant to this Agreement shall be made with RTTAC funds, and are conditional on the County of San Mateo's receipt of HIDTA/NCRIC funds in an amount sufficient to compensate Contractor.
- C. It is understood and agreed by both parties that no County funds are encumbered, obligated or spent under this agreement.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: *Amanda McCullum*

Name of Contractor(s): *Palantir Technologies Inc.*

Street Address or P.O. Box: *100 Hamilton Ave. Suite 300*

City, State, Zip Code: *Palo Alto, CA 94301*

I certify that the above information is complete and correct to the best of my knowledge

Signature: *Matt Long*

Title of Authorized Official: *Legal Counsel*

Date: *December 9, 2013*

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."